



INVITATION TO BID (ITB)

Storm Water Pipe/Water Quality Unit
Cleaning, Video Recording, and Related Services

ITB Number:	13-0607	Contracting Officer:	Donna Villinis
Bid Due Date:	July 10, 2013	Pre-Bid Conf. Date:	June 27, 2013 at 10:00 a.m.
Bid Due Time:	3:00 p.m.	ITB Issue Date:	June 14, 2013

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:

Proposal and/or Performance Bond:	Not applicable to this solicitation
Certificate of Competency/License:	See Section 1.15
Indemnification/Insurance:	See Section 1.8
Pre-Bid Conference:	See Section 1.4

At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the official bid due date. When countersigned by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Contractors shall complete and return the entirety of this ITB Document, and attach all other information requested in this ITB document (See Provision 1.13). Failure to sign the bid response, or to submit the bid response by the specified time and date, may be cause for rejection of the bid.

NO-RESPONSE REPLY

If any contractor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Contractor List, please mark the appropriate space, complete name below and return this page only.

- ☐ Not interested at this time; keep our firm on Lake County's Contractors List for future solicitations for this product / service
- ☐ Please remove our firm from Lake County's Contractor's List for this product / service.

CONTRACTOR IDENTIFICATION

Company Name: _____	Phone Number: _____
E-mail Address: _____	Contact Person: _____

Section 1.1: Purpose

The purpose of this solicitation is to establish a contract for the cleaning, flushing, and video recording of storm water drain pipes and water quality units in conjunction with the County's needs.

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than five (5) working days before the bid due date.

Donna Villinis, CPPB, Senior Contracting Officer
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800

Phone : 352.343.9839
Fax : 352.343.9473
E-mail: dvillinis@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

Section 1.3: Method of Award in the County's Best Interests

As the best interests of the County may require, the County reserves the right to make award(s) on a lowest price basis by individual item, group of items, all or none, or a combination thereof; with one or more contractor(s); to reject any and all offers or waive any minor irregularity or technicality in bids received.

Section 1.4: Non-mandatory Pre-bid Conference

A non-mandatory pre-bid conference will be held on June 27, 2013 at 10:00 a.m. (EST) in the Procurement Services conference room, 315 West Main Street, Room 441, Tavares, Florida to discuss the special conditions and specifications included within this solicitation.

Contractors are requested to print and review this solicitation prior to the pre-bid conference, and to bring a copy to the conference, as additional copies may not be available.

Section 1.5: Term of Contract

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall remain in effect for twelve (12) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices

resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

Section 1.6: Option to Renew

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for four (4) additional one (1) year period(s). Prior to completion of each exercised contract term, the County may consider an adjustment to the price based on changes as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov>), CPI and Wage and Benefits Calculators. It is the contractor's responsibility to request in writing any price adjustment under this provision. The contractor's written request for adjustment should be submitted at least thirty (30) days prior to the expiration of the then current contract term. The contractor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the contractor, the County will assume that the contractor has agreed that the optional term may be exercised without a price adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The County reserves the right to reject any written price adjustments submitted by the contractor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the contractor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Section 1.7: Method of Payment - Periodic Invoices for Completed Services

The contractor(s) shall submit invoices to the County user department(s) after each individual project order form has been completed. In addition to the general invoice requirements set forth below, the invoices shall reference, as applicable, the corresponding purchase order/work request number or other acceptance document that was signed by an authorized representative of the County user department at the time the services were performed and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the goods or services. Under no circumstances shall the invoices be submitted to the County in advance of the performance and acceptance of the services.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the prescribed manner will delay payment, and the contractor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 1.8: Insurance

Each contractor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the contractor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded contractor has coverage in accordance with the requirements of this section, shall be furnished by the contractor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The contractor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the contractor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the contractor under the terms and provisions of the contract. The contractor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the contractor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the contractor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: \$ _____

Garage Keepers Liability at coverage value: \$ _____

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the contractor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Contractor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Contractor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Contractor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime contractor evidencing coverage and terms in accordance with the Contractor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions, or the contractor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the contractor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the contractor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the contractor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

Section 1.9: Bonding Requirements

Not applicable to this solicitation.

Section 1.10: Completion/Delivery

All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the contractor(s), except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the contractor. In these cases, the contractor shall notify the County of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the County.

Should the contractor(s) to whom the contract(s) is awarded fail to complete the work within the timeframes noted in the scope of services, it is hereby agreed and understood that the County reserves the authority to cancel the contract with the contractor and to secure the services of another contractor to complete the work. If the County exercises this authority, the County shall be responsible for reimbursing the contractor for work which was completed and found acceptable to the County in accordance with the contract specifications. The County may, at its option, demand payment from the contractor, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the County as a result of having to secure the services of another contractor. If the incumbent contractor fails to honor this invoice or credit memo, the County may terminate the contract for default.

See Section 2, Statement of Work, Scope of Services, for additional information concerning completion timeframes.

Section 1.11: Acceptance of Goods or Services

Any goods and/or services purchased as a result of this solicitation and/or contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the contract or initiate corrective action on the part of the contractor, to include return of any non-compliant goods to the contractor at the contractor's expense, requiring the contractor to either provide a direct replacement for the item, or a full credit for the returned item. The contractor shall not assess any additional charge(s) for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the County on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the contractor by the County for any contract or financial obligation.

Section 1.12: Warranty

The contractor agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or services furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the contractor gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the County by any other provision of this solicitation.

Section 1.13 Delivery and Completion of Solicitation Response:**Section 1.13.1: Delivery of Solicitation Response**

Unless a package is delivered by the contractor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date stated in the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 441
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS)**, please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
32400 COUNTY ROAD 473
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 1.13.2: Completion Requirements for Invitation to Bid

Two (2) signed original bids and one (1) complete copy of the bid submitted by the contractor shall be sealed and delivered to the Office of Procurement Services no later than the official bid due date and time. Any bid received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any Bidder in responding to this ITB including, without limitation, costs for product and/or service demonstrations if requested.

When you submit your bid, you are making a binding offer to the County and are agreeing to all of the terms and conditions in this Invitation to Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the County may disqualify your offer. All information shall be legible and either written in ink or typewritten. If you make a correction or change on any document, the person signing the bid proposal must initial the change. The bid shall be manually signed in **BLUE INK** by an official authorized to legally bind the Bidder to its provisions.

COMPLETION OF BID PACKAGE: The contractor shall complete all required entries in Section 4 of the bid form such as, but not limited to, pricing pages, signature, certifications, references, and acknowledgement of any solicitation addenda. The contractor shall submit the entire solicitation with all Section 4 entries completed in the number of copies specified to the address specified in this solicitation. The contractor shall also submit any supporting documents (to include proof of insurability and provision of bid bonds as required), samples, and/or descriptive literature required by any of the provisions in Section 2 of the solicitation in a separate sealed envelope / package marked "Literature for Bid No. 13-0607." Do not indicate bid prices on literature.

Specific Completion Directions:

- Pricing shall be completed as directed within Section 4..
- Initial and date in **BLUE INK** the appropriate space(s) for each addendum you received for this ITB.
- Insert any prompt payment discount that you will offer. Note payment is NET 30 DAYS otherwise.
- Complete all certifications included within Section 4 of the solicitation.
- Complete the reference information sheets (include at least three references) contained within the solicitation.
- Complete the contractor information, and sign the bid (IN BLUE INK) in the spaces provided in Section 4 of the solicitation.
- If insurance is required, submit either a certificate of insurance, or evidence of insurability, that is in compliance with the stated insurance requirements.

Section 1.14: Accident Prevention and Barricades

Precautions shall be exercised at all times for the protection of persons and property. All contractors performing services under this contract shall conform to all relevant Federal, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible contractor. Barricades shall be provided by the contractor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

Section 1.15: Certificate of Competency/Licensure, Permits, and Fees

Any person, firm, corporation or joint venture that submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a sub-contractor(s) or contractor(s) hired by the prime/responding contractor, an applicable Certificate of Competency/license issued to the sub-contractor(s)/hired contractor(s) shall be submitted with the prime/responding contractor's offer; provided, however, that the County may at its option and in its best interest allow the prime/responding contractor to supply the subcontractor(s)/hired contractor(s) certificate/license to the County during the offer evaluation period. The prime/responding contractor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the County or the contractor for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the contractor.

Section 1.16: Labor, Materials, and Equipment Shall be Supplied by the Contractor

Unless otherwise stated in this solicitation the contractor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade

for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

Section 1.17: Local Office Shall be Available

The contractor shall maintain an office within the geographic boundaries of Central Florida [defined as Lake (preferred), Osceola, Orange, Seminole, Volusia, Marion, Polk, and Sumter Counties]. This office shall be staffed by a competent company representative who can be contacted during normal working hours and who is authorized to discuss matters pertaining to the contract.

The County reserves the right to perform an inspection of the local office during the offer evaluation period, and any time during the term of the contract, and to use this inspection as a means for determining the contractor to which award will be made under this solicitation. The acceptability of the size, location, and overall functionality of the service facility shall be determined by the County in consideration of the contract requirements. The County's best interests shall prevail in this regard, and the decision of the County in this regard shall be final.

Section 1.18: Protection of Property

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest shall be protected against damage or interrupted services at all times by the contractor during the term of this contract; and the contractor shall be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the contractor's operation on the property. In the event the contractor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the contractor.

Section 1.19: Special Notice to Contractors Regarding Federal and/or State Requirements

Upon award of a contract resulting from this solicitation, the contractor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- 1) All persons employed by the contractor during the term of the contract to perform employment duties within Lake County; and
- 2) All persons, including subcontractors, assigned by the contractor to perform work pursuant to the contract.

End of Section

SCOPE OF SERVICES

GENERAL REQUIREMENTS

This is an indefinite quantity contract with no guarantee of the volume of work to be performed. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this Invitation to Bid.

The purpose of this solicitation is to establish a contract for the cleaning, flushing, and video recording of storm water drain pipes and water quality units in conjunction with the County's needs. As part of this work, the Contractor may be required to temporarily plug and dewater individual storm drain segments. The work shall include cleaning, vacuuming, and video recording various storm water pipes, inlet boxes, and water quality units. The Contractor shall be required to supply the County with a written report of the item being serviced. This report shall include any defects noted within the pipe, inlet box, box culvert, or water quality unit. Along with the report, an aerial photograph of the area showing the location of the pipes and location of the defects shall be required.

This work shall take place in a variety of pipe sizes from twelve (12) inches up to seventy-two (72) inches, inlet boxes, box culverts, and water quality units. It should be anticipated that the majority of the work to clean/flush/video pipes will be in short job increments of approximately 30 feet, 50 feet, or 100 feet in length, although there will be pipes with substantially greater lengths. The Contractor shall be responsible to supply any water needed as part of their operations. The County does not have a municipal water supply; therefore the Contractor will be required to contact the various cities to obtain any needed water.

It shall be the responsibility of the Contractor to properly dispose of all debris removed as a result of the cleaning. The Contractor shall ensure that the disposal complies with all Federal, State and Local laws and regulations. A letter certifying that the Contractor has properly disposed of the by-products that have been created due to the cleaning process shall be included with the invoice submitted to the County.

The pipe size, length, and percentage of blockage to be removed from the pipe shall be indicated on the Project Order Form for each individual work request to be performed. If the Contractor does not agree with any of the units that are indicated on the work request, no work shall begin until an agreement is reached between the County and the Contractor (unless an emergency exists). If the Contractor begins or completes the work before an agreement is reached, the Contractor shall only be compensated for the units that are shown on the work request.

Emergency work shall be all work that is requested outside of normal working hours, paid at the price provided in the bid, and identified by the Project Manager at the time of the work request. The Contractor shall be required to start work within six (6) hours from the time the notice is given by the County. The County may not be able to issue Project Order Form at the time of the emergency. In this case, the Contractor shall proceed per the verbal instructions of the Project Manager, which shall be immediately transmitted to the Contractor via email pending completion by the Project Manager of the Project Order Form. The Project Manager shall supply

the Contractor with the Project Order Form at the earliest possible time after the emergency work has taken place.

Work requests issued by the County will include quantities deemed to best suit the needs that arise over the term of the contract. Unless the Contractor timely objects to a specific Project Order Form, the Contractor agrees and understands that any variance between estimated and actual quantities shall not be considered cause for an adjustment in contract pricing or billing.

All activities shall be performed in accordance with the requirements of Federal, State and Local environmental standards and laws. Erosion and water pollution control shall be accomplished, meeting the requirements of the most current version of the Florida Department of Transportation (FDOT) “Standard Specifications for Road and Bridge Construction,” Section 981.

Definitions: Whenever the following terms, or pronouns used in place of them, are used in these contract documents, they shall have the meanings given below:

Calendar Day – Every day shown on the calendar, ending and beginning at midnight.

Project Order Form – The County shall supply the Contractor with a Project Order Form. This form shall include items such as, but not limited to, pipe size and length, description of work requested, and pipe location. Unless an emergency exists, no work shall begin until the Project Order Form is issued to the Contractor by the County.

Project Manager – Agent of the County responsible for items including, but not limited to, establishment of cost estimate, accepting/rejecting of work product, administration of the contract on a per job basis, as well as interfacing and interacting with the Contractor.

TECHNICAL REQUIREMENTS

1. DESCRIPTION OF WORK

The Contractor shall clean the storm drain pipe, inlet box, box culvert, or water quality unit so that the drainage capacity is one hundred percent (100%) of the existing capacity. Cleaning shall be done in a manner so as not to damage the storm drain pipe, inlet boxes, box culvert, water quality unit, or the surrounding area. All debris shall be removed from the site and properly disposed of pursuant to Federal, State and Local laws and regulations.

2. ORDER OF OPERATION

A. This section describes the chronological order of events that will take place to begin, perform, and complete a project under this contract:

a. Project Order Form is issued.

- b. Contractor reviews the work and commences with the work as outlined unless an objection is issued by the Contractor with regard to the work parameters/scope. If Contractor issues an objection, work shall commence upon resolution of objection by County and Contractor.
 - c. Contractor supplies the County with reports and videos, as required.
 - d. Contractor notifies the County of any needed repairs that were discovered during the cleaning process.
 - e. Contractor submits an invoice with all documentation as required by this contract.
- B. When the County has determined that work is needed, the Project Manager shall prepare the Project Order Form. The County shall supply the Contractor with a copy of the Project Order Form. This document shall be detailed with approximate pipe sizes, lengths, and any other pertinent information for the work needed.
- C. The Contractor shall provide the County with a schedule of completion, with the work commencing within fourteen (14) days of receipt of the Project Order Form. The Contractor shall consult with the Project Manager prior to any schedule variance, including when work is interrupted due to weather, breakdowns, etc. The notification shall occur the day before any scheduled variation is to take place and must be agreed to by the Project Manager. No extensions of time shall be given for equipment failure or weather conditions.
- D. The Contractor shall notify the County upon completion of the work to schedule an inspection.
- E. The Contractor shall, upon request, meet with the County's Project Manager to review the work that has been completed.
- F. The specifications to govern all work being performed are the standard specifications as defined in this solicitation unless otherwise noted on the Project Order Form. All estimates shall include a breakdown of cost items to perform work as specified.
- G. If the Contractor is in default for not completing the work within the specified time, the Contractor may be removed from the bidder's list, at the option of the County, and not permitted to bid work for the County until the project is complete and the Liquidated Damages sum is satisfied.
- H. When work by County forces, by other contractors, or weather conditions of a temporary nature prevent the Contractor from completing the work, it shall be the responsibility of the Contractor to notify the Project Manager, if a claim is being made, in accordance with Paragraph 10, Claims and Disputes, located within Section 5, Attachment 4.

3. SUBMITTALS

- A. Detailed summary of work completed.
- B. All field reports associated with the work.
- C. Aerial map outlining the location of the pipe(s) and any deficiencies noted.
- D. Video, if requested, of the pipe.
- E. All Material Safety Data Sheets for all chemicals, including fuel used in any equipment, shall be supplied. See Attachment 5, Section 4(B).
- F. Receipts indicating that the Contractor has properly disposed of the debris within the guidelines of all appropriate laws shall be supplied to the County with each invoice.

4. OPERATION GUIDELINES

The Contractor shall provide the County with a schedule of completion, with the work commencing within fourteen (14) days of receipt of the Project Order Form. The Contractor shall consult with the Project Manager prior to any schedule variance, including when work is interrupted due to weather, breakdowns, etc. The notification shall occur the day before any scheduled variation is to take place and must be agreed to by the Project Manager. No extensions of time shall be given for equipment failure or weather conditions. Work shall be completed before the Contractor moves to another location unless otherwise approved or directed by the Project Manager.

5. EQUIPMENT

The Contractor shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein.

- A. The video camera required to perform video recording under this contract shall have a lens capable of rotating 360 degrees. Lighting for the camera shall be suitable to allow for a clear picture of the entire peripheral of the storm drain pipe. The camera shall be operative in one hundred percent (100%) humidity conditions. The cameras, recording equipment, and other components of the video system shall be capable of producing picture quality to the satisfaction of the Project Manager, and if unsatisfactory, the equipment will be removed and no payment will be made for an unsatisfactory product result.
- B. All pressure cleaning equipment shall have a minimum capacity of 50 gallons per minute and a working pressure of 2,000 pounds per square inch. The nozzles shall be capable of producing a scouring action from 15° to 45° in all size lines designated to be cleaned. All high-velocity cleaning equipment shall be constructed for ease and safety of operation. There shall also be available a high-velocity gun for washing and scouring manhole walls and floor. The gun shall be capable of producing flows from a fine spray to a solid stream.

- C. Root cleaning equipment may include, but not be limited to, rodding machines, bucket machines and winches using root cutters and porcupines, and equipment such as high velocity jet cleaners.
- D. Pumping and bypassing equipment may include, but not be limited to, pumps, conduits, and any other equipment necessary to divert the flow of storm water around the manhole section in which the work is to be performed.
- E. The County reserves the right to inspect all equipment before it is placed on site or while it is in service. If at any time, the Project Manager determines the Contractor's equipment to be unsafe or inappropriate for the job, the Contractor shall remove the equipment from service immediately and the equipment shall remain out of service until corrections have been made. Inspection and approval of the Contractor's equipment by the Project Manager shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the Contractor's equipment, nor shall it relieve the Contractor of the responsibility to meet the established time for the completion of the work.
- F. At a minimum, all equipment shall be equipped with a properly operating amber flashing or white strobe light. All safety devices installed by the manufacturer shall be in place and in proper working order at all times. If the Project Manager determines that equipment is deficient in safety devices, the Contractor shall be notified immediately. The Contractor shall immediately make repairs or remove the equipment from service until the deficiency is corrected to the satisfaction of the Project Manager.

6. DEWATERING

When dewatering is required, the costs will be based on the size and length of the pipe calculated at the unit price as shown on the bid sheet. The manner in which the dewatering shall be accomplished shall be approved by the Project Manager before said work shall commence.

7. PIPE CLEANING

Pipes, inlet boxes, box culverts or water quality units that have been cleaned by the Contractor but are determined to be unacceptable by the Project Manager shall be re-cleaned to the satisfaction of the Project Manager, within the time specified at no additional cost to the County.

8. WATER JET CLEANING

- A. Cleaning of the pipe, inlet box, box culvert, or water quality unit, shall be completed with the use of high-velocity jet (hydro-cleaning) equipment. The equipment shall have a minimum capacity of 50 gallons per minute and a working pressure of 2,000 pounds per square inch. The nozzles shall be capable of

producing a scouring action from 15° to 45° in all size lines designated to be cleaned. All high-velocity cleaning equipment shall be constructed for ease and safety of operation. There shall also be available a high-velocity gun for washing and scouring manhole walls and floor. The gun shall be capable of producing flows from a fine spray to a solid stream.

- B. It shall be the responsibility of the Contractor to completely remove and properly dispose of all debris removed as a result of the cleaning. The Contractor shall ensure that the disposal complies with all Federal, State and Local Laws. Receipts indicating that the Contractor has properly disposed of the debris within the guidelines of all appropriate laws shall be supplied to the County with each invoice.
- C. For the purposes of cleaning and submitting pricing in the Pricing Section, Section 4, the percentage of pipe blockage shall be calculated as follows:
 - Light cleaning – 10% or less of the pipe being blocked by debris
 - Medium cleaning – 11% to 30% of the pipe being blocked by debris
 - Heavy cleaning – above 30% of the pipe being blocked by debris

9. **ROOT REMOVAL**

Roots shall be removed from the designated sections where root intrusion is a problem. Special attention should be used during the cleaning operation to assure complete removal of roots from the joints. Any roots which could prevent the proper application of chemical sealants shall be removed. Procedures may include the use of mechanical equipment such as, but not limited to, rodding machines, bucket machines and winches using root cutters and porcupines, and equipment such as high-velocity jet cleaners. If it is found that the process of removing the roots from the pipes is causing damage to the pipe, the operation shall be stopped and the Project Manager shall be consulted before further work commences.

10. **CHEMICAL ROOT TREATMENT**

Chemical root treatment may be used by the Contractor at the option of the County, with prior written approval. Root intrusion shall be treated with an approved herbicide. Before treatment commences, the Contractor shall receive written approval from the Project Manager for the type of herbicide and the application procedure to be used. The application of the herbicide to the roots shall be done in accordance with the manufacturer's recommendations and specifications and it shall be applied in such a manner to preclude damage to surrounding vegetation, which could also include vegetation that may exist in a surrounding body of water. Any damaged vegetation so designated by the Project Manager shall be replaced by the Contractor at no additional cost to the County.

11. WATER QUALITY STRUCTURES

It shall be the responsibility of the Contractor to ensure that all units are properly cleaned as per the manufacturer's specifications. Currently the County anticipates cleaning each unit one (1) time per year. The quantity of services may increase or decrease depending on the amount of debris that has accumulated within the unit. It is the responsibility of the Contractor to ensure that the debris, including oils or other chemicals, removed from the units is properly disposed of as required per this solicitation.

The following is a listing of the location and type of water quality units that currently exist in Lake County.

UNIT	LOCATION	CLOSEST CITY	TYPE, MAKE & MODEL	MANUFACTURER
1	Dean Street North	Leesburg	Baffle Box 9' x 9'	
2	Dean Street South	Leesburg	Baffle Box 9' x 9'	
3	24636 Bonnet Road	Astor	Advanced Drainage Systems / mod. #4220WQAXX	Contech
4	Florida Avenue at Eustis Place	Dona Vista	Advanced Drainage Systems / mod. #3620WQAXX	Contech
5	401 Lake Dora Drive	Mount Dora	Advanced Drainage Systems	Contech
6	28049 Lois Drive	Tavares	Advanced Drainage Systems / mod. #4820WQAXX	Contech
7	Portland Street at Maine Avenue	Eustis	Two Drop Boxes (2) with French Drains – one 12" x 88', two 8" x 22' each	Lake County
8	65 Ohio Boulevard	Eustis	Two Drop Boxes (2) with French Drain – 15" x 150'	Lake County
9	Live Oak Avenue at Lakeshore Drive	Yalaha	CDS Unit, PMSU 40-30, 4.5 CFS	Contech
10	56407 Acorn Road	Astor	CDS Unit, PMSU 40-30, 4.5 CFS	Contech
11	10805 Beverly Court	Clermont	CDS Unit, PMSU 40-30, 4.5 CFS	Contech
12	Orange Avenue at Lakeshore Drive	Yalaha	Vortechs model 16000	Contech
13	Porta Bella Avenue at La Salida Way	Leesburg	CDS Unit, PMSU 40-30, 4.5 CFS	Contech
14	2850 E. Crooked Lake Drive	Eustis	CDS Unit, 2020-5-C-471325-01	Contech

12. DOCUMENTS AND REPORTS

- A. The Contractor shall provide the County with a detailed summary report of all work completed under this contract. Each report shall include the following:
 - 1) An outline including the type and severity of each observed defect.
 - 2) All field report copies to further assist the County in understanding and using the results of the viewed project.
 - 3) An aerial map depicting the location of the storm drain pipe or inlet box, box culvert, or water quality unit shown. Any deficiency detected from the videotaping or observed during the cleaning process shall be indicated on the map with the footage of where the deficiency occurs.
- B. An overall summary narrative shall be provided in each report describing the overall conditions found in each associated storm drain line segment grouping. A detailed summary shall also be compiled showing those storm drain lines where unusual conditions such as the encroachment of roots, bad or failed storm drain joint connections, broken drain pipe, and other significant defects were located to assist the Project Manager in subsequent project review. The reports must clearly indicate the culvert size, length of the segment, sump depth within the inlet box, storm drain pipe inverts at each end, and type of storm drain.
- C. This report shall be submitted to the Project Manager within ten (10) calendar days of completion of all field activities and within the stated time of completion for each project.

13. COLOR VIDEO INSPECTIONS

- A. All video submissions must be of good quality and submitted in final form. The formatting must be submitted digitally in an MPEG format on either a DVD-R or DVD RW. Each disk shall be professionally labeled showing the location to include the closest city, site I.D's (i.e. manhole # 1 to manhole # 2), date of recording, the name of the technician on site completing the recording, and the company name.
- B. Video operations shall commence only after cleaning of the inlet box, box culvert, or water quality unit has been completed unless otherwise directed by the Project Manager. All water flow shall be interrupted during the video process so that the entire pipe including the bottom portion will show in the recording.
- C. The Contractor shall furnish to the County a color copy of all video inspections of the storm drains at rates of not greater than thirty (30) feet per minute, unless otherwise designated. The color video shall include a narrative stating the location and an explanation of deficiencies. Accurate and continuous footage readings shall be superimposed on the video recording for each storm drain line observed. The video shall also include the date of the observation and a number

designation for each manhole or inlet box in the line segment taped. The deficiencies to be noted include: cracked pipe, joint leaks, failed patches, subsidence, intrusions, and/or stained pipe. The camera shall make a full revolution of all joints, pick-up holes, and any other suspected areas in order to identify any deficiencies along the entire perimeter of the joint. All suspect areas shall be viewed by the camera in such a way as to make a clear analysis of the system. The quality of said video shall be such that all deficiencies are clear and visible. The number of units of equipment on hand shall be adequate to ensure the completion of the work. All equipment to be used in execution of this contract shall be in safe working condition and shall be subject to approval or disapproval by the Engineer. Payment shall be made on a per linear foot unit price.

- D. If during the operation, the camera will not pass through the entire manhole section or drain pipe segment, the Contractor shall set up the equipment so that the viewing can be performed from the opposite manhole. If the camera fails to pass through the entire manhole section or drain pipe segment a second time, the task shall be considered complete and no additional viewing will be required. The Contractor shall invoice the County at the per linear foot unit rate for the footage that was actually completed.

14. PLUG INSTALLATION AND REMOVAL

When a plug is required to complete the required work the costs shall be based on the size of the pipe and shall be invoiced at the unit price submitted in the Pricing Section, Section 4. The submitted price shall include both the installation and removal of the plug. Temporary plugs used to block the storm pipes for dewatering purposes must be removed prior to rainfall events or at the determination of the Project Manager at no additional cost to the County. The Contractor shall be held accountable for any and all damages due to flooding caused by blocking of the storm drain pipe system if not removed in a timely manner.

15. PUMPING AND BYPASSING

When pumping and bypassing is required, the Contractor shall supply the pumps, conduits, and any other equipment necessary to divert the flow of storm water around the manhole section in which the work is to be performed. The bypass system shall be of sufficient capacity to handle the existing flow plus any additional flow that may occur during a rainstorm. The Contractor will be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypassing system. If pumping is required on a 24-hour basis, engines shall be equipped in a manner to keep noise to a minimum.

16. WATER SUPPLY

The Contractor shall supply any water needed for the cleaning/flushing of the storm drain pipe, inlet box, box culvert, or water quality unit. The County does

not have municipal water supply; therefore, it is the responsibility of the Contractor to secure and pay for any water needed to complete work as outlined in this contract.

17. DEBRIS REMOVAL

The Contractor shall provide proof that all debris resulting from the work activities has been removed from the work site and properly disposed of in accordance with all applicable Federal, State, and Local laws and regulations. Tickets showing the proper disposal at an approved State Permitted Facility shall be submitted with the invoice and shall be marked with the location and date the debris was removed. It is the Contractor's responsibility to label the disposal tickets with the location(s) that the debris was removed from and date(s) of removal.

18. METHOD OF MEASUREMENT

The Contractor shall be paid per the unit prices submitted in the Pricing Section, Section 4. Each Project Order Form issued to the Contractor will have estimated quantities noted on it. If for some reason the estimated quantities are significantly different than the actual quantity, the Contractor shall notify the County of the discrepancy prior to the commencement of work.

19. BASIS OF PAYMENT

Payment shall be made at the prices submitted in the bid. Pricing submitted shall include all: labor, equipment, materials, fuel, maintenance of traffic, mobilization, and all incidentals necessary to complete all work as specified. The Contractor shall be compensated at the unit price, as specified in the Contractor's bid proposal, multiplied by the actual units completed and accepted by the County, less any damages assessed.

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Bid: Shall refer to any offer(s) submitted in response to this Invitation to Bid.

Bidder: Shall refer to anyone submitting a bid in response to an Invitation to Bid.

Contract: The agreement to perform the services set forth in this solicitation. The contract will be comprised of the solicitation document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to which award has been made.

County: Shall refer to Lake County, Florida.

Invitation to Bid (ITB): Shall mean this solicitation document, including any and all addenda. An ITB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.

Modification: A written change to a contract.

Responsible: Refers to a bidder that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.

Responsive: Refers to a bidder that has taken no exception or deviation from the terms, conditions, and specifications set forth in an Invitation to Bid.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: A general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established that the words “shall”, “must”, or “will” are equivalent within this ITB and indicate a mandatory requirement which shall not be waived by the County.

3.2 INSTRUCTIONS TO BIDDERS**A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership
3. Drug-Free Workplace
4. W-9 and 8109 Forms – The vendor must furnish these forms upon request as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner’s social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in

writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the bid due date. Such inquiries shall contain the requester’s name, address, and telephone number. The Procurement Services Office may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The bidder should not rely on any statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the bidder’s responsibility to ensure receipt and to acknowledge all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the bid from being considered for award

D. Contents of Solicitation and Bidders’ Responsibilities

It is the responsibility of the bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Stated unawareness of contractual terms and conditions will not be accepted as a basis for varying the requirements of the County or the amount to be paid to the vendor.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation with any employee, agent, or any other representative of the County except as authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are written documents from the vendor addressed to the designated procurement representative and relevant documents promulgated by the designated procurement representative.

F. Change to, Withdrawal of, or Mistake in, Bid

Changes to Bid - Prior to bid opening, a bidder may change its bid by submitting a new bid with notice on the firm’s letterhead, signed by an authorized agent, stating that the new submittal replaces the original submittal. The new submittal shall contain all information as required for submitting the original bid.

Withdrawal of Bid - A bid may be withdrawn, either physically or by written notice, at any time prior to the bid due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the bid due date and time. A bid may also be withdrawn after expiration of the specified bid acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The withdrawal letter must be on company letterhead and signed by an authorized agent of the bidder.

Mistake in Bid - Any allegation of mistake in Bid shall be treated on a case-by-case basis. It is to be assumed that any alteration in bid price after receipt of bids will be exceptional in nature, and will be allowed only when substantiated by current legal precedence.

G. Conflicts within the Solicitation

Where there appears to be a conflict between contractual terms and conditions, the technical specifications, the pricing section, or any addendum issued, the order of precedence shall be: last addendum issued, the pricing section, the technical specifications, the special, and then general conditions. It is incumbent upon the vendor to identify such conflicts prior to the bid response date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

3.3 PREPARATION OF BIDS

- A. The Pricing Section of this solicitation defines the goods or services to be purchased, and must be completed and submitted with the bid. Use of any other form or alteration of

- the form may result in the rejection of the bid.
- B. The bid submitted must be legible, and completed using typewriter, computer or ink. Any entry change must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
 - C. An authorized agent of the bidder's firm must sign the bid. **FAILURE TO SIGN THE BID MAY RENDER THE BID NON-RESPONSIVE.**
 - D. The bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
 - E. The bidder may submit alternate bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate bid must meet or exceed the minimum requirements and be submitted as a separate bid marked "Alternate Bid".
 - F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
 - G. Any bid received after the stipulated bid due date and time through no fault of the County will be considered late, and except under the most exceptional circumstances, not be considered for award.
 - H. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination.

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, or evidence any prior understanding, agreement, or connection in such regard, such bids shall be presumed to be collusive. Related parties shall mean bidder or principals thereof that have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principals thereof of one bidder have a direct or indirect ownership interest in another bidder for the same contract. Bids found to be collusive shall be rejected. Bidders which have been found to have engaged in collusion may be considered non-responsive, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.7 INCURRED EXPENSES

This solicitation does not commit the County to award nor be responsible for any cost or expense which may be incurred by any bidder in preparing or submitting a bid, or any cost or expense incurred prior to the execution of a purchase order or contract.

3.8 COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from

paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of a bid will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act."). The bidder should not submit any information which the bidder considers proprietary or confidential. The submission of any information to the County in connection with any solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

3.11 AWARD

- A. Unless otherwise allowed by statute or ordinance, award will be made to the lowest priced responsive and responsible bidder. The County reserves the right to reject any and all bids, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all bids if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work is not amended.
- E. Award will only be made to firms that satisfy all legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or conduct a pre-award qualification meeting to determine the responsibility and capacity of the bidder to perform. Award may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- F. The bidder's performance as prime or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a responding bidder.
- G. The Director of Procurement Services will decide all tie bids in consonance with current written procedure in that regard.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do as provided for in the County's Purchasing Procedure Manual.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.14 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

3.15 WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for bidder's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.18 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

3.22 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.23 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

3.24 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.25 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.27 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or effect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the

required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.29 RIGHT TO AUDIT

The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. CONTRACTOR shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS/ COPYRIGHTS

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the vendor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the vendor's office or facility. The vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Contract, the vendor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the County.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any

court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this ITB shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this ITB shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for successful performance of the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

3.35 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For all agreements exceeding \$150,000, the firm awarded the agreement may be required to execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting.

3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements.

ITB TITLE: Storm Water Pipe/Water Quality Unit Cleaning, Video Recording, and Related Services**NOTES:**

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the contractor will be responsible for payment of taxes on all materials purchased by the contractor for incorporation into the project (see provision 3.8 for further detail).**
- The contractor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being “estimated” quantities, contractors are advised to review the “Estimated Quantities” clause contained in Section 3 of this solicitation.
- Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the contractor has specifically agreed to this condition.
- **Contractors are advised to visit our website at <http://www.lakecountyfl.gov> and register as a potential contractor. Contractors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a contractor during the registration process.**

ACKNOWLEDGEMENT OF ADDENDA**INSTRUCTIONS:** Complete Part I or Part II, whichever applies**Part I:**

The bidder must list below the dates of issue for each addendum received in connection with this ITB:

Addendum #1, Dated: _____

Addendum #2, Dated: _____

Addendum #3, Dated: _____

Addendum #4, Dated: _____

Part II:☐ No Addendum was received in connection with this ITB.

PRICING SECTION

DESCRIPTION		UNIT PRICE PER LINEAR FOOT		
PIPE CLEANING		LIGHT	MEDIUM	HEAVY
Pipe Cleaning Size for Round or Equivalent Elliptical Diameter	12"	\$	\$	\$
Pipe Cleaning Size for Round or Equivalent Elliptical Diameter	15"	\$	\$	\$
Pipe Cleaning Size for Round or Equivalent Elliptical Diameter	18"	\$	\$	\$
Pipe Cleaning Size for Round or Equivalent Elliptical Diameter	24"	\$	\$	\$
Pipe Cleaning Size for Round or Equivalent Elliptical Diameter	30"	\$	\$	\$
Pipe Cleaning Size for Round or Equivalent Elliptical Diameter	36"	\$	\$	\$
Pipe Cleaning Size for Round or Equivalent Elliptical Diameter	42"	\$	\$	\$
Pipe Cleaning Size for Round or Equivalent Elliptical Diameter	48"	\$	\$	\$
Pipe Cleaning Size for Round or Equivalent Elliptical Diameter	54"	\$	\$	\$
Pipe Cleaning Size for Round or Equivalent Elliptical Diameter	60"	\$	\$	\$
Pipe Cleaning Size for Round or Equivalent Elliptical Diameter	66"	\$	\$	\$
Pipe Cleaning Size for Round or Equivalent Elliptical Diameter	72"	\$	\$	\$
PLUG INSTALLATION & REMOVAL				
Plug Installation & Removal Round or Equivalent Elliptical Diameter	12"	\$	\$	\$
Plug Installation & Removal Round or Equivalent Elliptical Diameter	15"	\$	\$	\$
Plug Installation & Removal Round or Equivalent Elliptical Diameter	18"	\$	\$	\$
Plug Installation & Removal Round or Equivalent Elliptical Diameter	24"	\$	\$	\$
Plug Installation & Removal Round or Equivalent Elliptical Diameter	30"	\$	\$	\$
Plug Installation & Removal Round or Equivalent Elliptical Diameter	36"	\$	\$	\$
Plug Installation & Removal Round or Equivalent Elliptical Diameter	42"	\$	\$	\$
Plug Installation & Removal Round or Equivalent Elliptical Diameter	48"	\$	\$	\$
Plug Installation & Removal Round or Equivalent Elliptical Diameter	54"	\$	\$	\$
Plug Installation & Removal Round or Equivalent Elliptical Diameter	60"	\$	\$	\$
Plug Installation & Removal Round or Equivalent Elliptical Diameter	66"	\$	\$	\$
Plug Installation & Removal Round or Equivalent Elliptical Diameter	72"	\$	\$	\$
DEWATERING				
Dewatering – Round or Equivalent Elliptical Diameter	12"	\$	\$	\$
Dewatering – Round or Equivalent Elliptical Diameter	15"	\$	\$	\$
Dewatering – Round or Equivalent Elliptical Diameter	18"	\$	\$	\$
Dewatering – Round or Equivalent Elliptical Diameter	24"	\$	\$	\$
Dewatering – Round or Equivalent Elliptical Diameter	30"	\$	\$	\$
Dewatering – Round or Equivalent Elliptical Diameter	36"	\$	\$	\$
Dewatering – Round or Equivalent Elliptical Diameter	42"	\$	\$	\$
Dewatering – Round or Equivalent Elliptical Diameter	48"	\$	\$	\$
Dewatering – Round or Equivalent Elliptical Diameter	54"	\$	\$	\$
Dewatering – Round or Equivalent Elliptical Diameter	60"	\$	\$	\$
Dewatering – Round or Equivalent Elliptical Diameter	66"	\$	\$	\$
Dewatering – Round or Equivalent Elliptical Diameter	72"	\$	\$	\$
VIDEO RECORDING				
Video Recording – Round or Equivalent Elliptical Diameter	12"	\$	\$	\$
Video Recording – Round or Equivalent Elliptical Diameter	15"	\$	\$	\$
Video Recording – Round or Equivalent Elliptical Diameter	18"	\$	\$	\$
Video Recording – Round or Equivalent Elliptical Diameter	24"	\$	\$	\$
Video Recording – Round or Equivalent Elliptical Diameter	30"	\$	\$	\$
Video Recording – Round or Equivalent Elliptical Diameter	36"	\$	\$	\$
Video Recording – Round or Equivalent Elliptical Diameter	42"	\$	\$	\$
Video Recording – Round or Equivalent Elliptical Diameter	48"	\$	\$	\$
Video Recording – Round or Equivalent Elliptical Diameter	54"	\$	\$	\$
Video Recording – Round or Equivalent Elliptical Diameter	60"	\$	\$	\$
Video Recording – Round or Equivalent Elliptical Diameter	66"	\$	\$	\$
Video Recording – Round or Equivalent Elliptical Diameter	72"	\$	\$	\$

DESCRIPTION	UNIT PRICE PER EACH
CLEANING BOX CULVERTS	\$
CLEANING OF WATER QUALITY UNITS	UNIT PRICE PER EACH
Unit # 1	\$
Unit # 2	\$
Unit # 3	\$
Unit # 4	\$
Unit # 5	\$
Unit # 6	\$
Unit # 7	\$
Unit # 8	\$
Unit # 9	\$
Unit # 10	\$
Unit # 11	\$
Unit # 12	\$
Unit # 13	\$
Unit # 14	\$
EMERGENCY ON-CALL SERVICE	LUMP SUM / PER EVENT
Lump Sum / Per Event	\$

By Signing this Bid the Bidder Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned contractor acknowledges that award of a contract may be contingent upon a determination by the County that the contractor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

Certification Regarding Acceptance of County Electronic Payable Process:

Contractor will accept payment using the County's VISA- based electronic payment system: ☐ Yes ☐ No

Purchasing Agreements with Other Government Agencies:

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☐ Yes ☐ No (Check one)

Certification Regarding Felony Conviction:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☐ No (Check one)

Reciprocal Contractor Preference:

Contractors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local contractor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding contractor (city/state):

2. Does the responding contractor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: ☐ Yes ☐ No If "yes" is checked, provide supporting detail:

Conflict of Interest Disclosure Certification:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

DUNS Number (Insert if this action involves a federal funded project): _____

General Contractor Information and Bid Signature:

Firm Name: _____
 Street Address: _____
 Mailing Address (if different): _____
 Telephone No.: _____ Fax No.: _____ E-mail: _____
 FEIN No. _____ - _____ Prompt Payment Terms: _____ % _____ days, net _____
 Signature: _____ Date: _____
 Print Name: _____ Title: _____

Award of Contract by the County: (Official Use Only)

By signature below, the County confirms award to the above-identified contractor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

Contractor awarded as:

☐ Sole contractor ☐ Pre-qualified pool contractor based on price
☐ Pre-qualified pool contractor (spot bid) ☐ Primary contractor for
 items: _____
☐ Secondary contractor for ☐ Other status: _____
 items: _____
 Signature of authorized County official: _____ Date: _____
 Printed name: _____ Title: _____
 Purchase Order Number assigned to this contract for billing purposes: _____

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: Work References

Attachment 2: Contractor Profile Form

Attachment 3: Similar Projects Form

Attachment 4: Public Works Additional Terms and Conditions

Attachment 5: Project Order Form

ATTACHMENT 1 - WORK REFERENCES (Complete and submit with bid)

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

ATTACHMENT 2 - CONTRACTOR PROFILE FORM (Complete and submit with bid)

1. Contractor Name & Address: 	1d. Licensed to do business in the State of Florida? _____ Yes _____ No
	1e. Name, Title & Telephone Number of Principal to Contact
	1f. Address of office to perform work, if different from Item 1
1a. FEIN # _____	
1b. Year Firm was established _____ 1c. Are you a "Not for Profit" 501(c)(3) organization? Yes _____ No _____ If you answered yes, please provide proof.	
2. Please list the key personnel that your firm will commit to the County project and attach a copy of each key person's resume. 	
3. The foregoing is a statement of facts. Signature: _____ Date: _____ _____ (Typed or Printed Name) (Title)	

ATTACHMENT 3 - SIMILAR PROJECTS FORM (Complete and submit with bid)

Work by firm or individual which best illustrates current qualifications relevant to the County's project that has been/is being accomplished by personnel that shall be assigned to the County's project. List no more than ten (10) projects. (This form may be reproduced.)

<u>Project Name, Entity Name, Address & Location</u>	<u>Contact Person:</u>
	<u>Title:</u>
Completion Date (Actual or Estimated) _____	<u>Telephone Number</u>
Project Cost: \$ _____	
<u>Scope of Entire Project:</u> List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items).	
<u>Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.</u>	

ATTACHMENT 4**PUBLIC WORKS ADDITIONAL TERMS AND CONDITIONS**

1. Intent of Contract Documents
2. Errors and Omissions
3. Emergencies
4. Compliance with Occupational Safety and Health / Hazardous Materials
5. General Inspection Requirements
6. Project Manager
7. Contract Time and Time Extension
8. Hours of Operation
9. Changes in Work
10. Claims and Disputes
11. Lands for Work and Access Thereto
12. Maintenance of Traffic
13. Underground Utilities
14. Protection of Existing Structures, Utilities, Work and Vegetation
15. Equipment
16. Sanitation
17. Other Work
18. Bonds
19. Final Inspection
20. Final Acceptance
21. Measurement and Payment
22. Warranty

1. INTENT OF CONTRACT DOCUMENTS

- A. It is the intent of the contract documents to describe a functionally complete project (or portion thereof) in accordance with the contract documents. Any work, materials, or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, material or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority having jurisdiction over the project, whether such reference be specified or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the work is performed, except as may be otherwise specifically stated herein.
- B. The contract documents and all referenced standards cited therein are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete project.
- C. If drawings are provided, they intended to show general arrangements, design and extent of work. In the event of a discrepancy between or among the drawings, specifications or other contract document provisions, the contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the contractor, as determined by the Project Manager.

2. ERRORS AND OMISSIONS

The contractor shall not take advantage of any apparent error or omission in the contract documents. If any error or omission appears in the contract documents, the contractor shall immediately notify the Project Manager in writing of such errors or omissions. In the event the contractor knows or should have known of any error or omission and fails to provide such notification, the contractor shall be deemed to have waived any claim for increased time or compensation the contractor may have had, and the contractor shall be responsible for the results and the costs of rectifying any such error or omission.

3. EMERGENCIES

- A. The contractor shall have a responsible person available at or reasonably near the County on a twenty four (24) hour basis, seven (7) days a week, who may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The contractor's responsible person for supervision of emergencies shall speak and understand, both verbally and in writing, the English language. The contractor shall submit to the Project Manager, the phone numbers and names of personnel designated to be contacted in cases of emergencies. Included in this list shall be twenty four (24) hour contact phone numbers for all subcontractors, if any, performing work under this agreement. This list shall contain the name of their supervisors responsible for work pertaining to this contract.
- B. In the event of an emergency affecting the safety or protection of persons, or the work or property at the project site or adjacent thereto, the contractor, without special instruction or authorization from the Project Manager is obligated to act to prevent threatened damage, injury or loss. The contractor shall contact the Project Manager as soon as possible by telephone and with written notice as soon as possible, but no later than twenty-four (24) hours after the occurrence of the emergency, if the contractor believes that any significant changes in the work or variations from the contract documents. If the Project Manager determines that a change in the contract documents is required because of the action taken in response to an emergency, a new Project Order Form shall be issued to document the consequences of the changes or variations. If the

contractor fails to provide written notice within the twenty four (24) hour limitation noted above, the contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the contract amount or an extension to the contract time.

4. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH/HAZARDOUSE MATERIALS

- A. Contractor certifies that all material, equipment, etc., to be used in an individual project meets all Occupational Safety and Health Administration (OSHA) requirements. The contractor further certifies that if any of the material, equipment, etc., is found to be deficient in any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the contractor. All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act (ADA) regulations must be provided and used by the contractor and its employees.
- B. Any chemical item supplied under this contract shall be accompanied by a Material Safety Data Sheet (MSDS). The MSDS shall include the following information:
 - 1. The chemical name and the common name of the toxic substance.
 - 2. The hazards or other risks in the use of the toxic substance, including the potential for fire, explosion, corrosiveness and reactivity.
 - 3. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substances.
 - 4. The primary route of entry and symptoms of exposure.
 - 5. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
 - 6. The emergency procedure for spills, fire, disposal and first aid.
 - 7. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
 - 8. The year and month, if available, that the information was compiled, and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.
- C. Any spillage of hazardous chemicals and/or wastes caused by the contractor must be reported immediately to the proper authority and the Project Manager. All spills shall be cleaned up in accordance with all local, State, and Federal regulations. The cost of cleanup of any spillage of hazardous chemicals caused by the contractor shall be the sole responsibility of the contractor and the County will share no responsibility for these costs. A copy of the completed compliance order with local, State, and Federal agencies shall be given to the County.
- D. If any hazardous chemicals or conditions are discovered by the contractor during the normal work operation, it is the responsibility of the contractor to immediately contact the Project Manager with a description and the location of the condition.
- E. The Project Manager or other County representatives may periodically monitor the work for safety. Should there be safety and/or health violations, the County's representative may have the duty to require the contractor to correct the violation in an expeditious method. If there is any situation that is deemed unsafe by the Project Manager or other County representatives, the project will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.
- F. Should the work site be in a hazardous area, the County shall take reasonable actions to furnish the contractor with information concerning hazards such as the types of the identification of known

toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist the contractor in the planning of a safe work site. The contractor retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.

- G. The contractor shall be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA), and the Division of Safety, State of Florida, are invitees and do not need to have warrants or permission to enter the work site.
- H. The contractor shall designate a competent person of its organization whose duty shall be the prevention of accidents. This person shall be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with management personnel. This person shall be the Contractor's Superintendent unless otherwise designated in writing to the Project Manager. All communications to the Superintendent shall be binding as if given to the contractor.

5. GENERAL INSPECTION REQUIREMENTS

- A. Due to the nature of this Agreement, The County shall at the time of establishment of need, require the contractor to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangement for contractor's inspection of facilities or sites and/or activity schedules may be secured from the user department. Failure to visually inspect the facilities or sites may be cause for disqualification of contractor on that individual project.
- B. Contractor shall furnish the Project Manager with every reasonable facility for ascertaining whether the work performed and/or materials used are in accordance with the requirements and intent of the specifications. If the Project Manager so requests, the contractor shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the contractor shall restore the uncovered portions of the work to the standard required by the specifications. Should the work exposed or examined prove unacceptable in the opinion of the Project Manager, the uncovering or removal, and the replacing of the covering or making good of the items removed, shall be at the contractor's expense. However, should the work exposed or examined prove acceptable in the opinion of the Project Manager, the uncovering or removing and the replacing or the covering or making good of the items removed, shall be paid for by the County.
- C. If during or prior to the operations, the Project Manager should fail to reject defective work or materials, whether from lack of discovery of such defect, or for any other reason, such initial failure to reject shall in no way prevent the Project Manager's later rejection when such defect is discovered, nor obligate the County to final acceptance or payment, and the contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.
- D. If during or prior to the operations, the Project Manager, rejects any portion of the work on the grounds that the work or materials are defective, the Project Manager will give the contractor notice of the defect. The contractor shall then have seven (7) calendar days from the date the notice is received to correct the defective condition. If the defect has not been corrected within seven (7) calendar days, the Project Manager will send a second written notice to the contractor giving the contractor another seven (7) calendar days to correct the defect. If the contractor fails to correct the deficiency within the second seven (7) calendar days after receipt of the notice, the County may take whatever action is necessary, including correcting the deficient work utilizing another contractor or terminating the contract.
- E. Should the contractor fail or refuse to remove and renew any defective material used or work performed, or to make any necessary corrections in an acceptable manner and in accordance with

the requirements of the specifications, within the time indicated in writing, the County, will have the authority to cause the unacceptable or defective materials or work to be repaired, removed and replaced, as may be necessary, at the contractor's expense. Any expense incurred by the County, whether direct, indirect or consequential, in making the repairs, removals, or replacements, which the contractor has failed or refused to make, shall be paid for out of any monies due or which may become due the contractor, or may be charged against the contract bond, if any. A Change Order will be issued, incorporating the necessary revisions to the contract documents, including an appropriate decrease to the contract amount. Such direct, indirect and consequential costs shall include, such as, but not be limited to: costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of work of the contractor's defective work and additional compensation due the County. The contractor shall not be allowed an extension of the contract time because of any delay in performance of the work attributable to the exercise by the County of the County's rights and remedies hereunder.

- F. When the United States Government or the State of Florida is to pay a portion of the cost of the project, the work will be subject to such inspection by Federal or State representatives as deemed necessary, but such inspections will in no case make the United States Government or the State of Florida a party to this contract.
- G. All work performed and all materials furnished shall be in reasonably close conformity with the tolerances indication in the specifications. In the event the Project Manager finds the materials or finished product in which the materials are used and not within reasonably close conformity to the specifications, the Project Manager will then make a determination if the work shall be accepted and remain in place. In this event, the Project Manager will document the basis of acceptance by a Change Order which will provide for an appropriate deduction as needed in the contract price for such work or materials as the Project Manager deems necessary to conform to the determination based on the Project Manager's professional judgment.

6. PROJECT MANAGER

It is agreed to by the parties that the Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the scope of services and as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of this Agreement. The Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

7. CONTRACT TIME AND TIME EXTENSIONS

- A. Unless otherwise provided, contract time shall mean the number of consecutive business days from the commencement date noted in the properly executed purchase order to the date on which all work is to be completed. The contractor shall diligently pursue the completion of the work and coordinate the work being done on the project by its subcontractors and material suppliers, as well as coordinate the contractor's work with the work of other contractors so that the contractor's work or the work of others shall not be delayed or impaired by any act or omission of any act by the contractor. The contractor shall be solely responsible for all means, methods, techniques, sequences and procedures, as well as coordination of all portions of the work under the contract documents.
- B. Should the contractor be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of the contractor, and not due to the contractor's fault or neglect, the contractor shall notify the Project Manager by telephone as soon as possible and in writing within two (2) business days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the contractor may have had to request a time extension.

- C. If the contractor complies with the two (2) business days' notice requirement, the Project Manager will ascertain the fact and the extent of the delay being claimed and recommend an extension to the contract time when, in the Project Manager's sole judgment, the findings of fact justify such an extension. The contractor shall cooperate with the Project Manager's investigation of the delay by providing any schedules, correspondence or other data that may be required to complete the findings of fact. Extensions to the contract time may be granted for only those delays which impact the contractor's schedule. Extensions of contract time, if approved by the Project Manager, must be authorized in writing.
- D. Weather events are specifically excluded as an excused cause for delay under this agreement and no additional days shall be given for rain days.
- E. The County shall be entitled to assess charges, as liquidated damages, but not as a penalty, for each calendar day after the scheduled completion date. The project shall be deemed to be completed on the date it is accepted by the County's Representative. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above-noted liquidated damages as a penalty. The parties agree that the liquidated damages sum represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to complete the work in a timely manner. The Liquidated Damages shall be as follows:

<u>Specific Project Amount</u>	<u>Daily Charge per Calendar Day</u>
\$5,000 and under.....	\$25
Over \$5,000 but less than \$10,000.....	\$65
\$10,000 or more but less than \$20,000.....	\$91
\$20,000 or more but less than \$30,000.....	\$121
\$30,000 or more but less than \$40,000.....	\$166
\$40,000 or more but less than \$50,000.....	\$228
Over \$50,000 but less than \$250,000.....	\$313

Any Contractor that is in default for not completing the work within the time specified shall be removed from the bidder's list, at the option of the County, and not permitted to bid work for Lake County until the project is complete and the liquidated damages sum is satisfied.

The County shall retain from the compensation to be paid to Contractor the above described sum. If the Contractor continues to fail to complete any or all remaining scheduled work, the County may charge the Contractor any additional costs that would be incurred over and above the original contract cost. This amount shall be considered a minimum to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified. This amount is in addition to the liquidated damages prescribed above and shall not be construed as a penalty.

- F. County shall retain from the compensation to be paid to contractor the above described sum.

8. HOURS OF OPERATION

- A. Unless otherwise specified in the technical specifications, all work performed shall be accomplished between the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday, and no work shall be performed on Saturdays, Sundays, or County Holidays, unless permission to work has been requested in writing by the contractor and approval, in writing, has been granted by the Project Manager. Request for permission to work must be received by the Project Manager no less than two (2) days prior to the requested work day. The exception to this pre-approval requirement would be in the case of an emergency in which the emergency specification as outlined in Section 3, Emergencies, would apply. County Holidays are as follows:

New Year's Day

Martin Luther King, Jr. Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

- B. Special schedules may be established if necessary because of problems with noise or similar problems affecting citizens in homes or buildings adjacent to the roadways.
- C. Under no circumstance, except in the case of an emergency, will permission be given for work on New Year's Day, Independence Day, Thanksgiving Day or Christmas Day. If the official holiday is on a Saturday, the County observes the holiday on Friday and if the holiday is on Sunday the County observes the holiday on Monday. The contractor shall not be allowed to work on the alternate day for the above mentioned holidays. The Project Manager may consider approval in accordance with the provisions stated above, for work on the following days: Martin Luther King, Jr. Day, Memorial Day, Labor Day, Veterans Day, or the Friday after Thanksgiving.
- D. When the contractor requests and is approved for Saturday, Sunday or Holiday work, the County may assess the contractor the sum of Two Hundred Fifty Dollars (\$250.00) per man per day for each Saturday, Sunday or recognized Holiday worked or planned to work. These fees will be deducted from the final invoice.

9. CHANGES IN WORK

- A. The County may at any time, by issuance of a Change Order executed in accordance with the County's Purchasing Policies and Procedures make changes within the general scope of this Agreement. If additional work or other changes are required an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the Change Order, the contractor shall commence performance of the work as specified.
- B. The contractor shall not commence any additional work or other changes covered by the Scope of Services for the individual project without an executed Change Order. If the contractor performs additional work beyond the specific requirements of this Agreement without an executed Change Order, it shall be at the contractor's own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed Change Order.

10. CLAIMS AND DISPUTES

- A. Claims by the contractor shall be made in writing to the Project Manager within two (2) business days after the commencement of the event giving rise to such claim or else the contractor shall be deemed to have waived the claim. Written supporting data shall be submitted to the Project Manager within ten (10) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the contractor shall be deemed to have waived the claim. All claims shall be priced in accordance with the provisions of the section in this document entitled "Changes in Work".
- B. The contractor shall proceed diligently with its performance as directed by the County, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments on the undisputed portion of the contract in accordance with the contract documents during the pendency of any claim.

1. Claims by the contractor shall be resolved in the following manner:
 - a. Upon receiving the claim and supporting data, the Project Manager will review the claim, or if the Project Manager is not a County employee, will forward the claim to the County. The County will within fifteen (15) business days respond to the claim in writing stating that the claim is either approved or denied. If denied, the County will specify the grounds for denial. The contractor shall then have fifteen (15) calendar days in which to provide additional supporting documentations, or to notify the County that the original claim stands as is.
 - b. If the claim is not resolved, the County may, at its option, choose to submit the matter to mediation. A mediator shall be mutually selected by the parties and each party shall pay one-half (1/2) the expense of mediation. If the County declines to mediate the dispute, the contractor may bring an action in the County or Circuit Court sitting in Lake County, Florida.
2. Claims by the County against the contractor shall be made in writing by the Project Manager as soon as the event leading to the claim is discovered by the County. Written supporting data shall be submitted by the Project Manager. All claims shall be priced in accordance with the provisions of the section in this document entitled “Changes in Work”. The party to whom the Project Manager’s determination is not in favor of may appeal the determination as set forth in subsection (2) above.
3. Arbitration shall not be considered as a means of dispute resolution.

11. LANDS FOR WORK AND ACCESS THERETO

- A. County shall furnish and define the limits of land for access to the work site and for the site proper. No storage or equipment shall take place on private property unless the contractor has a letter from the landowner authorizing the contractor to do so. A copy of the letter shall be provided to the County. The contractor shall supply the Project Manager any such letter before the equipment is placed there. Any and all other lands required by the contractor shall be procured by the contractor at the contractor’s expense.
- B. As the work progresses, the contractor shall keep the site reasonably clear of rubbish, trash, waste, and other disposable materials on a daily basis. If the contractor allows the site to become littered and unsightly, any payments otherwise due may be withheld until the contractor cleans up the site to the satisfaction of the County. If the contractor fails to clean up the site, the County may choose to clean up the site at the contractor’s expense.
- C. The contractor shall, absent written permission from a private property owner, confine all storage of materials, equipment, and the operations of workers to the project site and land and areas identified in and permitted by the contract documents. The contractor shall assume full responsibility for any damage to any such land or area or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the work. At the completion of the work, the contractor shall remove all debris, rubbish and waste materials from and about the project site, as well as all tools, appliances, equipment, machinery, and surface materials and shall leave the project site clean. All service and supply operations shall be conducted outside the clear zone unless the contractor has proper authorization and traffic control. No supply vehicles shall enter the median for any purpose. No service vehicles shall enter the median except when necessary to repair or remove inoperable equipment.
- D. Any equipment/material left within the right of way shall be outside the clear zone. No equipment/material shall be parked overnight in the median.

12. MAINTENANCE OF TRAFFIC (MOT)

Unless otherwise specified, the standard specifications to be used for the work shall be the most applicable and the most stringent of the following:

- A. Maintenance of traffic shall be the responsibility of the contractor, is part of the contractor's proposal price, and shall conform to FDOT's most current editions of "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", 2013 edition (or latest edition), or FDOT's "ROADWAY AND TRAFFIC DESIGN STANDARDS", 2002 (or latest edition), or FDOT's "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS," 2002 (or latest edition), Federal Highway Administration (FHWA) "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)," 2009 (or latest edition), and all supplemental specifications thereto. These documents can be ordered from FDOT, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida 32399-0450, or by going to the FDOT website at: www.dot.state.fl.us/mapsandpublications.
- B. All costs associated with MOT must be included in the contractor's proposal price. No separate line items for MOT will be included in the cost estimate. If the contractor does not comply with the FDOT and the FHWA (i.e. signs, qualified flaggers, and/or barricades), the County reserves the right to direct the contractor to cease operation until deficiencies are corrected. In addition, no road closures shall be allowed except in the case of emergencies.
- C. If the contractor feels that assistance from an off duty police officer is needed, it shall be the responsibility of the contractor to hire and pay for this service.
- D. All lane closures shall have the prior approval of the Project Manager.
- E. The foregoing requirements are to be considered as minimum and the contractor's compliance shall in no way relieve the contractor of final responsibility for providing adequate traffic control devices for the protection of the public and contractor's employees throughout the work area.
- F. The use of public roads and streets by the contractor shall provide a minimal inconvenience to the public and traffic. Furthermore, if the contractor is utilizing the road by driving the slow moving equipment, the operator shall allow no more than three (3) vehicles to be backed up behind them at any time before pulling to the side to let traffic pass.

13. UNDERGROUND UTILITIES

Any required ground digging or subsurface work shall be done in accordance with Chapter 556, Florida Statutes. It shall be the responsibility of the contractor to have all underground utilities located before any work shall begin. This can be done by contacting Sunshine State One Call. They may be reached by calling 1-800-432-4770. The repairs of any damaged underground utilities as a result of the work being performed by the contractor shall be the responsibility of the contractor. The proper utility company shall be contacted immediately to expedite the repairs, if damage has occurred. The County shall also be notified by telephone at the earliest opportunity and shall be followed up with a written explanation of the incident within two (2) days.

14. PROTECTION OF EXISTING STRUCTURES, UTILITIES, WORK AND VEGETATION

- A. The contractor shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site which do not unreasonably interfere with the project as may be determined by the Project Manager. The contractor shall be responsible for all unauthorized cutting or damages of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment.
- B. The contractor shall fully protect the work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If the contractor or any one for whom the contractor is legally liable is responsible for any loss or damage to the work, or other work or

materials of the County or County's separate contractors, the contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due the contractor.

- C. The contractor shall not disturb any benchmark established by the County with respect to the project. If the contractor, or its subcontractors, agents or any one for whom the contractor is legally liable, disturbs County benchmarks, the contractor shall immediately notify the Project Manager. The County shall have the benchmarks re-established and the contractor shall be liable for all costs incurred by the County associated therewith. Such costs shall be deducted from any amounts due the contractor.
- D. During the period of production of work and the warranty period the contractor shall be responsible for processing any and all claims for property damage and or bodily injury caused by the failure of the work including, such as but not limited to: motor vehicles or pedestrians. The contractor shall be responsible for the payment of all property damage and bodily injury claims and agrees to save and hold harmless the County from all such claims. Claims not handled by the contractor or their representative in the proper manner, will be settled by the County. The County shall recover all costs from the contractor.
- E. All items damaged as a result of contractor or subcontractor operations, such as but not limited to: sidewalks, seating, curbs, pipes, drains, water mains, pavement, mail boxes, turf, County signs or other property owned by the County or private landowner, shall be either repaired or replaced by the contractor, at their expense, in a manner prescribed by and at the sole satisfaction of the Project Manager. Any claims submitted to the County, such as but not limited to: from utility companies or landowners, which are determined to be the result of damage done by the contractor, shall be the responsibility of the contractor. The County reserves the right to pay any such claims and deduct such amount from the contractor's invoice. Repairs, or receipt of repairs, will be completed and submitted to the County prior to submission of the contractor's invoice for work accomplished. If the repair is not in accordance with County standards, the County shall repair the items and deduct the associated cost from the amount due the contractor.
- F. The contractor shall replace any asphalt that has been damaged as a result of hydraulics spilled from their equipment.
- G. Complaints shall be addressed within two (2) business days and a written report submitted to the Project Manager outlining actions taken to correct the complaint. The contractor shall notify the County immediately of any complaints given directly to the contractor.
- H. If in the course of completing work as part of this contract there is an accident that involves the public, the contractor shall as soon as possible, inform the Project Manager of the incident by telephone. The contractor shall follow up in writing within two (2) business days of the incident. If Law Enforcement was involved and has written a report, the contractor shall forward a copy of the report to the Project Manager.
- I. The contractor shall be responsible for re-grading and re-sodding any areas that are disturbed by the contractor during the course of the work being completed.

15. EQUIPMENT

- A. The contractor shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein. The County reserves the right to inspect all equipment before it is placed in or while it is in service. If in the opinion of the Project Manager, the contractor has insufficient equipment on the job to satisfactorily complete the work within the required time, the contractor shall provide additional equipment as directed by the Project Manager. All equipment may be inspected and approved by the Project Manager before it is placed in service. If at any time, the Project Manager before it is placed in service. If at any time, the Project Manager

determines that any equipment is deficient in any way, the contractor shall remove the equipment from service immediately, and the equipment shall remain out of service until the deficiency is corrected to the satisfaction of the Project Manager. Inspection and approval of the contractor's equipment by the Project Manager shall not relieve the contractor of the responsibility or liability for injury to persons or damage to property caused by the operation of the contractor's equipment, nor shall it relieve the contractor of the responsibility to meet the established time for the completion of the service.

- B. All safety devices installed by the manufacturer shall be in place and in proper working order at all times. At a minimum, all equipment used within the right of way shall be equipped with a slow moving vehicle sign, and properly operating amber flashing or white strobe light.
- C. The equipment used must be in good repair and operating condition at all times. This service requires that all equipment shall be environmentally safe, with no oil leaks, blowing fuel, or leaking hydraulic lines.

16. SANITATION

The contractor shall provide and maintain adequate sanitary conveniences for the use of persons employed for this project. These conveniences shall be maintained at all times without nuisance, and their use shall be strictly enforced. The location of these conveniences shall be subject to the Project Manager's approval.

17. OTHER WORK

- A. The contractor will cooperate with County personnel or anyone who may be engaged in authorized work prior to final completion of the project.
- B. The contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner and that service rendered by these parties will not be interrupted.
- C. The County may perform other work related to the project site or, in the general vicinity of the site by the County's own forces, have other work performed by utility owners or other direct contracts. If other work is not identified in the contract documents and if the contractor believes that such performance will involve additional expenses to the contractor or require additional time, the contractor shall send written notice of that fact to the County and the Project Manager within two (2) business days of being notified of the other work. If the contractor fails to send the above required notice, the contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the contract time or adjustment to the contract amount. The contractor shall afford each utility owner and other contractors (or the County, if the County is performing additional work with the County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its work with theirs. The contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the Project Manager and the others whose work will be affected.
- D. If any part of the contractor's work depends, for proper execution or results, upon the work of any other contractor other than a subcontractor or utility owner, the contractor shall inspect and promptly report to the Project Manager, in writing two (2) business days, any delays, defect or other problems in such other work that renders it impossible for the contractor to obtain proper execution or results. The contractor's failure to report will constitute an acceptance of the other work as fit and property for integration with the contractor's work.

18. BONDS

Not applicable to this solicitation.

19. FINAL INSPECTION

- A. Maintenance of Work. The contractor shall maintain all work in as-new condition until the final inspection is completed and the work accepted by the Project Manager.
- B. Upon notice from the contractor that the service has been completed, the Project Manager will make a final inspection within five (5) business days of receipt of notification. The Project Manager will notify the contractor if necessary of any deficiencies with the project. The contractor shall correct all deficiencies before final acceptance and payment is made. If the deficiencies have not been completed within the contracted time, the Project Manager may send out a notification notifying contractor of assessment of Liquidated Damages that can be applied for any day over the time allowed per the contract.
- C. The contractor shall notify the Project Manager when the deficiencies have been completed and corrected. If the deficiencies are not corrected when inspected, the contractor shall be notified again in writing about any deficiencies. Once the repairs have been corrected by the contractor, the Project Manager shall make another inspection. There shall be an eighty dollar (\$80.00) inspection fee assessed to the contractor for this inspection and any re-inspection that may be required after that. The fee is assessed to offset the additional costs associated with County labor and vehicle usage required for unnecessary inspections. The fee(s) shall be deducted from the final invoice for that release order.

20. FINAL ACCEPTANCE

- A. The contract will be considered complete when all work has been completed and has been accepted by the County and the Project Manager. The contractor will then be released from further obligation except as set forth in the warranty and/or bonds in this Contract.
- B. The County reserves the right, should an error be discovered in the partial or final estimates, or should proof of defective work or materials used by or on the part of the contractor be discovered after the final payment has been made, to claim and recover from the contractor or its surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials, including any fees or costs associated with the additional services of the Project Manager.

21. MEASUREMENT AND PAYMENT

- A. All work completed under the terms of this contract shall be paid as a unit price payment at the cost as established in Section 4, Pricing/Certifications/Signatures, Pricing Section and as discussed in Section 2, Scope of Services.
- B. The contractor shall accept compensation provided under the terms of this contract as full payment for furnishing all materials and for performing all work contemplated and embraced under this contract. Such compensation shall also be for any and all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions encountered during the contract period until final acceptance by the County.

22. WARRANTY

- A. The contractor shall obtain and assign to the County all express warranties given to the Contractor or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the Project. The Contractor warrants to the County that any materials and equipment furnished under

the Contract Documents shall be new unless otherwise specified, and that all work shall be of good quality, free from all defects and in conformance with the Contract Documents. The Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Unless otherwise specified, if within eighteen (18) months after final completion and acceptance, any work is found to be defective or not in conformance with the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the County. The Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

- B. The sod shall be warranted to be free of noxious and invasive weeds, disease, and insects. If pests and/or noxious weeds manifest themselves within sixty (60) days of placement of the sod, the contractor shall treat the affected areas. The process for treating these areas shall be approved by the Project Manager. If the sod does not meet any of the specifications within this document, the contractor shall be responsible to replace it at no expense to the County. It shall be the responsibility of the contractor to insure that the sod is sufficiently established as previously described within these specifications. If the sod dies or does not become established the contractor shall be responsible for the replacement at no cost to the County.

ATTACHMENT 5: PROJECT ORDER FORM

Date

Company Name
Company Address

Subject: Project Order Form
Contract No. 13-XXXX, Storm Water Pipe/Water Quality Unit
Cleaning, Video Recording and Related Services
Purchase Order No.

Dear Company,
Please find below a request for services under the Storm Water Pipe/Water Quality Unit Cleaning, Video Recording and Related Services Contract No. 13-XXXX. A description of the requested services and project specific information is listed below.

Any questions or discrepancies regarding the pipe size, length or amount of blockage must be addressed and agreed upon between the Contractor and the Project Manager prior to performing any work. Any work performed without agreement by all parties shall be paid in accordance with the terms and conditions of the Contract. Invoices should be sent to 12901 County Landfill Road, Tavares, FL 32778.

Pursuant to the Contract, all work shall begin within ten (10) calendar days from the date of this notice. Please make sure to contact our office regarding the scheduling of this work.

PIPE LOCATION:

Road Name: _____ Address: _____

Section: _____ Township: _____ Range: _____

PIPE SPECIFICATIONS:

Diameter: _____ Length: _____ Number of Manholes/Inlets: _____

Percentage of Blockage: 10% or less _____ 11% - 30% _____ above 30% _____

WORK DESCRIPTION:_____

Public Works Department, Road Operations Division, 12901 County Landfill Road, Tavares, FL 32778
Phone: (352) 343-6439 Fax: (352) 742-3888